

EXHIBIT A

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOMBARDIER, INC.,)	
)	NO. 2:18-cv-1543 RAJ
Plaintiff,)	
)	
v.)	
)	DECLARATION OF
MITSUBISHI AIRCRAFT CORPORATION,)	LAURUS BASSON
MITSUBISHI AIRCRAFT CORPORATION)	
AMERICA, INC.; AEROSPACE TESTING)	
ENGINEERING & CERTIFICATION, INC.;)	
MICHEL KORWIN-SZYMANOWSKI;)	
LAURUS BASSON; MARC-ANTOINE)	
DELARCHE; CINDY DORNÉVAL; KEITH)	
AYRE; and JOHN AND/OR JANE DOES 1-88,)	
)	
Defendants.)	

I, Laurus Basson, declare as follows:

1. I am an Aerospace Engineer – Mechanical Systems at Aerospace Testing Engineering & Certification, Inc. (“AeroTEC”), and a named defendant in this action. I make this declaration based on personal knowledge and am otherwise competent to testify to the matters stated herein.

2. I have a master’s degree in mechanical engineering and more than 30 years’ experience in the development, testing and certification of aircraft hydro-mechanical systems. A true and correct copy of my resumé is attached as Exhibit A.

1 3. I was employed by plaintiff Bombardier, Inc., for about three years. I started in
2 2013 as a Senior Engineering Specialist (SES), working primarily on flight controls, but I also
3 worked on hydraulics and landing gear systems on Bombardier's Global 5000/6000 aircraft,
4 solving advanced problems and supporting the production line on engineering issues. The role
5 also required that I be "on call" at times, and I was called after hours to resolve or assist in resolving
6 engineering issues on the production line.

7 4. I lived about 120 miles from my workplace in Toronto, and each day I commuted
8 to and from work. In addition to being "on call", I would often work after hours at home, which
9 required that I have company documents on a laptop.

10 5. In 2015 I became a Candidate Design Approval Designee (DCAD) for Bombardier,
11 and started working 50% of my time on the Global 7000/8000 at Bombardier, which required
12 occasional travel to St. Laurent in Montreal.

13 6. Towards the latter part of 2015 I was asked to work full time in the DAD capacity
14 and as Subject Matter Expert on the Global 7000 High Lift system. This required me to travel to
15 Montreal every week and spend the week there, which was a strain on my family life. It was my
16 responsibility to provide guidance to engineers in the design and certification approach to ensure
17 the design would be certifiable by Transport Canada Civil Aviation ("TCCA"), Canada's aircraft
18 regulatory agency.

19 7. I was hired by Bombardier because of my skills, experience, and certification
20 knowledge. These attributes were due to my previous experience and skills, not to anything that I
21 learned while working for Bombardier. To this point, although a CDAD usually works under close
22 supervision of a DAD, I was given the job with the authority of a DAD and only contacted DADs
23 if I needed help, which is further confirmation that Bombardier considered my skills and expertise
24 satisfactory.

25 8. Most of the work I performed for Bombardier was on a company laptop. I took my
26 work laptop home on some occasions, but I also needed to do work on my personal computer,
27 which was a common practice for Bombardier employees. It was common for Bombardier

1 employees to work at home from time to time. Throughout my time at Bombardier, it was
2 common knowledge that employees would send documents to their personal email addresses and
3 work on them using personal computers. Bombardier did have a system for remote access, but it
4 was often difficult and sometimes impossible to do so. To avoid any such difficulties, many
5 employees would simply send documents to their personal email addresses. I did this many times
6 throughout my career at Bombardier. This was common knowledge. I also sometimes used my
7 personal email to communicate with other Bombardier employees, and to send them documents
8 and other information on a task. At no time did anyone ever raise any issues or concerns using
9 personal emails or computers for work. I certainly was never disciplined for that, or for any other
10 reason, during my time at Bombardier. My personal email is password protected and only I have
11 access to it.

12 9. Bombardier was a frustrating place to work. It was very bureaucratic, and not
13 efficient. My salary was not good, and yearly bonuses were small and not dependent on how hard
14 you worked. In 2015 there were a few rounds of layoffs at Bombardier. This created an
15 atmosphere of uncertainty and I therefore decided to start looking for another job. The uncertainty
16 continued when in early 2016 Bombardier announced it was laying off about 800 engineering
17 personnel.

18 10. I left Bombardier on March 4, 2016, to work at AeroTEC. I was not recruited by
19 anyone at AeroTEC. I had been looking for another job because of impending layoffs Bombardier
20 was planning, and I found an open position at AeroTEC on the internet so I submitted an
21 application. I also applied for other jobs at that time, but received first an offer from AeroTEC on
22 February 12, 2016, and accepted the offer. My first day of work for AeroTEC was March 14,
23 2016.

24 11. Towards the end of my employment with Bombardier, I was tasked to present
25 Bombardier's proposed certification of the Global 7000/8000 Skew Detection System (SDS) to
26 TCCA. The Wing High Lift System (WHLS) of the Global 7000/8000 was supplied by United
27 Technologies Aerospace System (UTAS) and included a skew detection function to detect the

1 skew of a flap. This WHLS is a generic system, which is supplied by UTAS to various aircraft in
 2 the aerospace industry. [REDACTED]

3 [REDACTED]
 4 [REDACTED] The SDS is also used on the Bombardier CRJ aircraft. The SDS is a relatively
 5 simple system, which consists of two sensors per flap actuator and a controller. Although the SDS
 6 and UTAS skew systems were two different systems, they were in principle the same in that both
 7 systems had sensors feeding a controller. The SDS is not capable of detecting all the failure modes
 8 of a skew since it relies on detecting relative motion between two actuators and not the flap
 9 position. There was nothing exceptional or advanced technologically about the SDS. A
 10 description of the SDS can be found on page 4 of the Aviation Investigation Report A06Q0188,
 11 issued by the Transportation Safety Board of Canada. A copy of this report, which is publicly
 12 available to the public ([http://www.bst-tsb.gc.ca/eng/rapports-](http://www.bst-tsb.gc.ca/eng/rapports-reports/aviation/2006/a06q0188/a06q0188.pdf)
 13 [reports/aviation/2006/a06q0188/a06q0188.pdf](http://www.bst-tsb.gc.ca/eng/rapports-reports/aviation/2006/a06q0188/a06q0188.pdf) at page 4), is attached hereto as Exhibit B.
 14 Understanding the SDS does not require any exceptional expertise, other than typical engineering
 15 knowledge expected of a system engineer.

16 12. A colleague of mine collected information on the SDS and compiled a draft
 17 presentation to TCCA for the proposed certification of the Global 7000/8000 SDS. In my capacity
 18 as CDAD I was responsible to determine what had to be presented to TCCA and update the
 19 presentation accordingly, before I had to present it to TCCA. When I left Bombardier on March
 20 4, 2016, I had not completed updating and finalizing the SDS presentation. Out of goodwill and a
 21 personal sense of obligation, I told my manager and my colleague that I would try to finalize the
 22 presentation if I had time. In order to update the presentation after leaving Bombardier, I would
 23 need to access it on my personal computer. I emailed a copy of two PowerPoint presentations to
 24 my personal email for this purpose. That email is attached as Exhibit J to Bombardier's Complaint.
 25 There were two PowerPoint presentations attached to that email:

- 26 (a) TCCA Skew Detection Presentation- Updated with latest Systems and Structure
 27 limits 16-02-01.pptx; and

(b) 2016-03-03 TCCA Skew Detection Presentation- JAN 28 FINAL.pptx.
 (the "PowerPoint Presentations"). I sent these documents to myself for the legitimate business purpose of helping to finish making updates as requested, even though I planned to do so on my own time and without any compensation.

13. After I left Bombardier, it was a busy time moving to the USA and I never got around to completing the updates to the PowerPoint Presentations, and Bombardier never followed up with me. I may have opened the PowerPoint Presentations once or twice to work on them for Bombardier, but I never completed the work. Since then, the only time I have ever opened the PowerPoint Presentations was last year when I learned that Bombardier had accused me of stealing the documents. I did so only because the title of the document Bombardier had identified seemed different than the one I remembered emailing to myself. I did not modify the documents and I certainly never used the documents or disclosed them to anyone outside Bombardier.

14. Bombardier is now accusing me of misappropriating its trade secrets, disclosing those trade secrets to unspecified other people, and using those trade secrets for my work at AeroTEC. Specifically, Bombardier has claimed that the two PowerPoint Presentations contain confidential information and trade secrets. I understand the PowerPoint Presentations themselves have been filed under seal as Exhibits A and B to the Declaration of Daniel Burns, filed on October 18, 2018.

15. In January 2018, after I learned Bombardier was accusing me of stealing the PowerPoint Presentations, I was asked to give my personal laptop to AeroTEC to image the data. The data was saved on a hard drive that was recently given to Fronteo USA, Inc. I also gave Fronteo all of my other personal and work devices. I understand Fronteo has imaged the data from all my electronic devices.

16. At paragraph 165 of its Complaint, Bombardier alleges that it owns "*information used for C-Series aircraft's design, development, testing, evaluation, certification, and commercialization for use in the United States and abroad. Such information includes, but is not limited to, information contained in two proprietary PowerPoint slide decks entitled, "TCCA Skew*

1 *Detection Presentation- Updated with latest Systems and Structure Limits 16-02-01.pptx*” and
 2 *“2016-03-03 TCCA Skew Detection Presentation-JAN 28 FINAL.pptx”* (collectively,
 3 *“Bombardier Skew Detection TCCA Files”*).” I worked on the Global 7000/8000 and not the C-
 4 Series. The PowerPoint Presentations are not related to the C-Series.

5 17. Bombardier further states that “[e]ven the applicable regulations for which
 6 Bombardier tested compliance are not readily ascertainable, because those particular regulations
 7 applicable to a specific system are a subset of countless regulations relating to commercial aircraft
 8 certification, ...” Complaint, ¶60. The overall certification process is well described in documents
 9 such as Advisory Circular (AC) No.521-002 (Type Certificate Requirements of Aircraft, Engines
 10 and Propellers), FAA Order 8110.4C Change 6 Type Certification and The FAA and Industry
 11 Guide to Product Certificate, which are openly available to the public. Bombardier also
 12 acknowledges FAA Order 8100C in their complaint, ¶29. Part V – Airworthiness Chapter 525 –
 13 Transport Category Aeroplanes (Transport Canada) and Code of Federal Regulations Part 25
 14 (Federal Aviation Administration) clearly define the regulations that are applicable to the
 15 certification of transport aircraft and systems. Furthermore, documents such as AC 525-015
 16 Aeroplane Flight Control System Failure Analysis, AC No. 525-016, Lift and Drag Devices,
 17 Control and Indicators, FAR/JAR 25.671 FCHWG - ARAC Report, AC/AMJ 26.671 Control
 18 System General provide guidance for the interpretation of the regulations. The certification
 19 approach of the UTAS skew system had already been defined in the WHLS Certification Plan, so
 20 the certification approach of the additional SDS was not novel and was readily ascertainable.

21 18. Bombardier further claims that its trade secrets include SDS design information
 22 which is predicated on the CRJ SDS. As mentioned previously, the SDS design, functionality and
 23 components are described in Aviation Investigation Report A06Q0188 (Exhibit B), which is
 24 available on the internet.

25 19. When I left Bombardier, I was keenly aware of my duty not to use or disclose any
 26 Bombardier trade secrets to anyone. I have never shared or given any Bombardier documents or
 27 information to any other person, at AeroTEC, MITAC, or otherwise.

1 20. I did not sign a noncompete agreement or any confidentiality agreement with
2 Bombardier, and I am not aware of anyone in my Bombardier group who did so. Bombardier had
3 a Code of Ethics and Business Conduct ("Code of Ethics"), a copy of which is attached to
4 Bombardier's Complaint as Exhibit D. I acknowledged receipt of the Code of Ethics, and I at all
5 times to this day have taken my obligations seriously. I understood that I was to use confidential
6 information and trade secrets only for legitimate business purposes, and to disclose it only to
7 Bombardier employees or others for whom the confidential information was intended. Neither the
8 Code of Ethics or other policy prohibited me from sending documents to myself at my personal
9 email account or otherwise making copies for myself for Bombardier work, as long as it was done
10 securely and without disclosing the documents to others. Nobody else has access to my personal
11 email or computer, so I reasonably believed it was safe to send myself documents.

12 21. Before I went to work for AeroTEC, I expressly agreed that I would not use or
13 reveal any Bombardier trade secrets or confidential or proprietary information to AeroTEC.
14 AeroTEC's appointment letter, which I signed, expressly provided that I would not "use or reveal
15 to AeroTEC, any trade secrets, confidential or proprietary information, or any other information
16 belonging to Bombardier." A true and correct copy of my appointment letter dated February 12,
17 2016 (with personal, confidential information redacted), which I signed before commencing work
18 at AeroTEC, is attached hereto as Exhibit C. I have never used or revealed any such information
19 to AeroTEC, any of its employees, or anyone else. I fully understood that I could not use any
20 Bombardier confidential information for AeroTEC work, and I would not have done so even if the
21 PowerPoint presentations would have been useful or relevant. I have never shown, disclosed or
22 sent the PowerPoint Presentations to anybody outside Bombardier. I have never used the
23 PowerPoint Presentation or any of the information contained in them for any purpose since leaving
24 Bombardier. Nobody at AeroTEC has ever asked me to provide them with any confidential
25 Bombardier information.

26 22. The skew systems described in these documents are not complex and available to
27 the public. See Exhibit B. The PowerPoint Presentations would in any case have no value to

1 AeroTEC or me or anyone else working on the MRJ, since it cannot detect all the flap skew failure
 2 modes. Furthermore, the SDS system is not implemented on the MRJ. The MRJ's skew system,
 3 which is supplied by UTAS, was incorporated into the MRJ before I left Bombardier. The SDS
 4 and MRJ skew systems are different. Since the SDS is not installed on the MRJ, the information
 5 in the PowerPoint Presentations is irrelevant to the MRJ design and certification.

6 23. At AeroTEC, I am not responsible for dealing with certification of the MRJ as a
 7 DAD or DER (Designated Engineering Representative), and have no authority to implement
 8 design changes to the MRJ or interfacing with any certification authorities. That is all done by
 9 MITAC. AeroTEC has done nothing to change the MRJ skew system since I began working at
 10 AeroTEC. It was also not part of the design changes because of non certifiable issues, referred to
 11 by Bombardier. Testing is still a way off, so changes to the skew system may be required in the
 12 future. Whatever changes may be required, the PowerPoint Presentations would be of no use or
 13 value to MITAC, me or anyone else at AeroTEC. It cannot detect all the skew failure mode.
 14 Bombardier is seeking to enjoin me from "[u]sing, accessing, imitating, copying, disclosing or
 15 making available to any person or entity" the PowerPoint Presentations or any information
 16 contained therein. I have never done so, and I have no intention, need or desire to do so.

17 24. Bombardier makes a categorical accusation that I have "... *misappropriated the*
 18 *confidential, proprietary, and trade secret information described above, including but not limited*
 19 *to the Bombardier Skew Detection TCCA Files, in an improper and unlawful manner as alleged*
 20 *herein. Additionally, and upon information and belief, on or after May 11, 2016, Defendant Basson*
 21 *disclosed this and potentially other Bombardier trade secret information to others without*
 22 *Bombardier permission...*". Complaint, ¶169. I respectfully request that Bombardier be instructed
 23 to define what other information it believes I have used or disclosed, to provide detailed
 24 substantiation of how this and "*potentially other*" information was misappropriated, and to identify
 25 to whom it was disclosed. This is essential in order for me to properly defend myself against these
 26 allegations.

27 25. The information in the TCCA PowerPoint presentations at issue is either basic

1 engineering knowledge common to all aircraft, or specific to Bombardier's Global 7000 aircraft
2 and of no use or relevance to the MRJ. It does list certain regulations, but does not disclose the
3 means of compliance with those regulations, which would possibly be the useful or proprietary
4 part. There is nothing in these documents about Bombardier's certification approach.

5 I declare under penalty of perjury of the laws of the United States that the foregoing is true
6 and accurate.

7 Executed this 20th day of December, 2018, at Seattle, Washington.

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Laurus Basson
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